	ACT/ORDER FOR COMMEI		SITION NU :02207	MBER		PAGE 1 OF	12
2. CONTRACT NO. W912CH-07-P-A535		ORDER NUMBER	5. SC	DLICITATION NUM	BER	6. SOLICITATION	ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL	& NAME		b. TE	LEPHONE NUMBE	ER (No Collect Calls)		ATE/LOCAL TIME
9. ISSUED BY TACOM LCMC 6501 E. 11 MILE ROAD WARREN MI 48397-5000	CODE W912CH	10. THIS AC X UNRE SET A!	% FOI	DESTIN	IVERY FOR FOB NATION UNLESS IS MARKED E SCHEDULE	Net 30 days	TERMS
ē		HU 8(A	ALL BUSH	NE33 II I	B. THIS CONTRACT IDER DPAS (15 CF) ATING		DER
TEL: FAX:		NAICS: 81 SIZE STAN	million	14. ME		RF	P
15. DELIVER TO TACOM LCMC SEE SCHEDULE FOR DELIVERY INFO WARREN MI 48397-5000	CODE W912CH DRMATION	16. ADMINI: TACOM LCM TYRON WILLI AMSTA-AQ-A: TYRON S.WIL WARREN MI	110 !MY.MIL		c	ODE W812CH	
17a.CONTRACTOR/OFFEROR	CODE	18a. PAYMI	E MADE E	Y	C	ODE IMPAC	
NDIA MICHIGAN CHAPTER CONSTANCE BLAIR 25200 MALVINA WARREN MI 48089-3606		U.S. GOVI PURCHAS PAYMENT WARREN	REDIT C ANSAC FCARD 000	CARD (IMPAC) THON			
TEL. 586-573-6000	FACILITY						
	NCE IS DIFFERENT AND PUT	18b. SUBN BELOW IS		DORESS SHOW	WN IN BLOCK 188	. UNLESS BLO	ck
19, ITEM NO.	20. SCHEDULE OF SUPPLIE		21. QU	- 1	. UNIT 23. UNIT	PRICE 24. A	MOUNT
	SEE SCHED	ULE					
25. ACCOUNTING AND APPRO	OPRIATION DATA			26	, TOTAL AWARD AN		400.00
27a. SOLICITATION INCOF	RPORATES BY REFERENCE FAR 52.2	212-1. 52.212-4. FA	52.212-5	ARE ATTACHE	D. ADDENDA	ARE ARE	OT ATTACHED
X 27b. CONTRACT/PURCHA	ERENCE FAR 52.	2.212-5	S ATTACHED.	ADDENDA	X ARE ARE	OT ATTACHED	
X TO ISSUING OFFICE. CON	ED TO SIGN THIS DOCUMENT AND R ITRACTOR AGREES TO FURNISH AN SE IDENTIFIED ABOVE AND ON ANY AND CONDITIONS SPECIFIED HERE REF. Email Response dated 04/10	D DELIVER ALL IT ADDITIONAL SHE	OFFE	ER DATED	ACT: REFERENCE . YOUR ING ANY ADDITION N, IS ACCEPTED AS	TO ITEMS: SEE	SWHICH ARE SCHEDULE
30a. SIGNATURE OF OFFER	OR/CONTRACTOR STAN	31a.UNI	OF AMER	RICA (SIGNATURA)	URE OF CONTRACTING		nay 07
30b. NAME AND TITLE OF SI (TYPE OR PRINT) CONSTANCE E.	BLAIR EIN		MAJL	operices oyd Be acting O			28
TREASURER, N	DIA MCH 3-10%	200 / TEL:	Contra	oung O		RD FORM 1449	(REV 4/2002)

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					EMS					PA	GE	E2 OF 12	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTI	ПΥ	22. UNIT	23. UNIT	PRICE	2	4. AMOUNT		
19. ПЕМ NO.					RVICES	•	21. QUANTI	ΠΥ	22. UNIT	23. UNIT	PRICE	28	4. AMOUNT
32a. QUANTITY IN	COLUN	/IN 21 H	AS BEEN										
RECEIVED	INSPE	CTED	ACCEPTED, AND CONF	ORMS TO THE	CONTRAC	T, EXCEPT	AS NOTED:						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVER REPRESENTATIVE				ERNMEN1				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESE			EPRESENTATIV	E		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRES 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					SENTATIVE		
33. SHIP NUMBER	FINAL	34. VO	UCHER NUMBER	35. AMOUNT VI		36.	PAYMENT	TE	PARTIAL [FINAL	37. CHE	CK	NUMBER
38. S/R ACCOUNT	NUMBE	R 39	S/R VOUCHER NUMBER	40. PAID BY									
			S CORRECT AND PROPER CERTIFYING OFFICER	FOR PAYMENT	42a. RE	CEIVED BY	(Print)						
The second secon			42b. RE	b. RECEIVED AT (Location)									
				42c. DA	TE REC'D A	REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS							

Section SF 1449 - CONTINUATION SHEET

Page 4 of 12

ITEM NO 0001 SUPPLIES/SERVICES

QUANTITY 4,400 UNIT Dollars, U.S. UNIT PRICE \$1.00 AMOUNT \$4,400.00

EXHIBIT SPACE

FFP

The contractor shall provide the Niles Meeting Room at the Troy Marriot, (23' x 26' feet (828 square feet)), to TARDEC for exhibit space at the 2nd Annual Ground Automotive Power and Energy Symposium which runs 7-9 AUG, 2007.

Primary Performance Certifier: Matthew C. Ociepka AMSRD-TAR-O matthew.ociepka@us.army.mil 586-574-5519

Alternate Performance Certifier: Paul Mehney AMSRD-TAR-O paul.mehney@us.army.mil 586-574-7760

Service will be performed at the following location: Troy Marriot - Niles Meeting room ATTN: NDIA-Michigan Chapter POC, Constance Blair 200 West Big Beaver Rd. Troy, MI 48084

NDIA-Michigan Chapter POC: Constance Blair cblair@tvihq.com 586-573-6000

CREDIT CARD PURCHASE - Submit invoice(s) and receipt(s) to pages@tacom.army.mil. Credit card information and authorization will be provided upon approval of the invoice by the Performance Certifier. The Performance Certifier is also responsible for certifying all invoice(s) under this order.

Contractor shall put tax ID number on invoices to expedite payment. FOB: Destination

PURCHASE REQUEST NUMBER: TAROPS02207

NET AMT

\$4,400.00

ACRN AA

CIN: TAROPS022070001

\$4,400.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001

INSPECT AT

N/A

INSPECT BY

N/A

ACCEPT AT

N/A

ACCEPT BY

Government

DELIVERY INFORMATION

CLIN DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

W912CH

0001

POP 07-AUG-2007 TO 09-AUG-2007

N/A

TACOM LCMC

SEE SCHEDULE FOR DELIVERY

INFORMATION

WARREN MI 48397-5000

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 2172040000076N6N7E622601H9100252G7RZ074000000G43009OPS02207S20113

AMOUNT: \$4,400.00

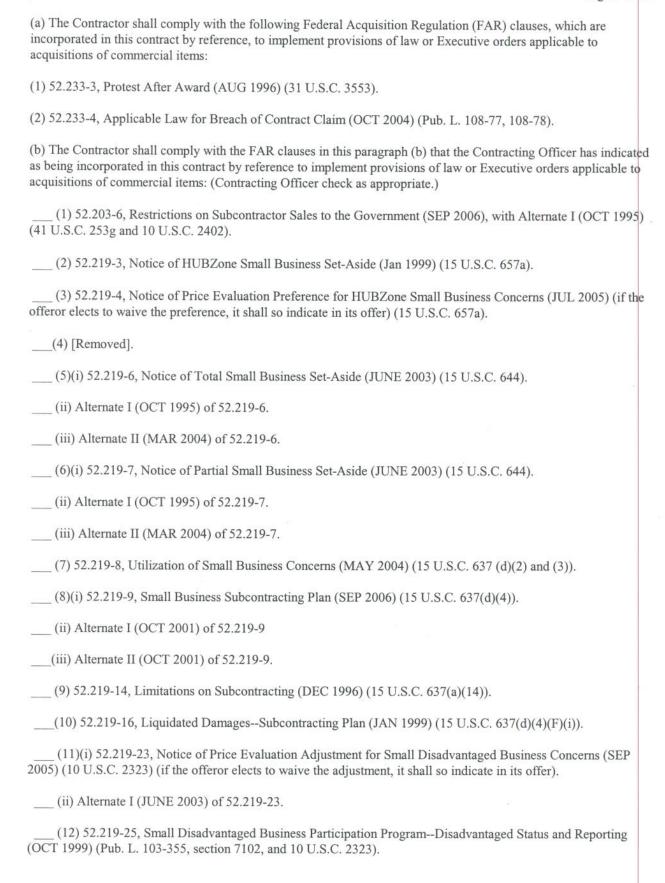
CIN TAROPS022070001: \$4,400.00

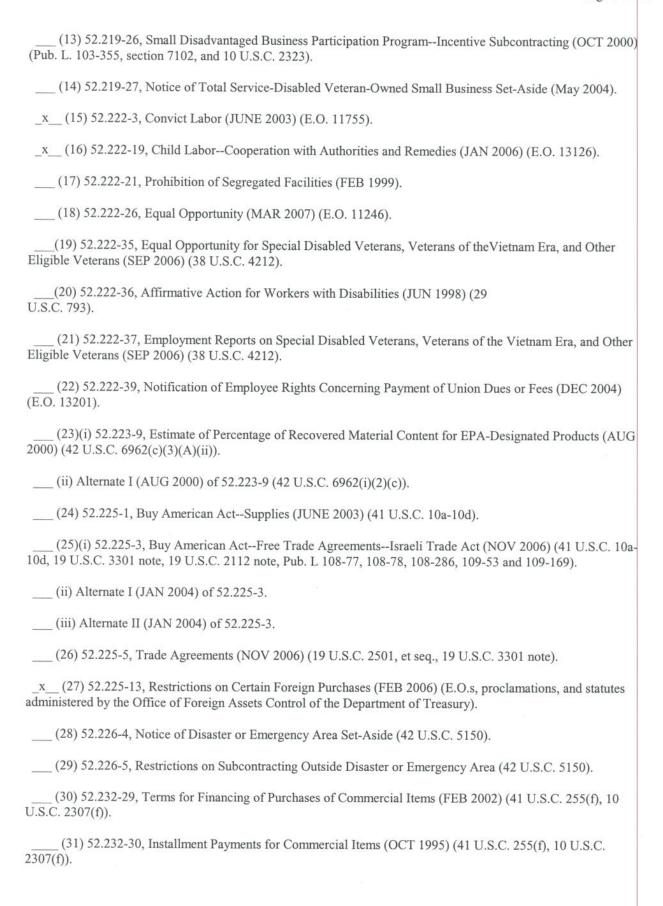
CLAUSES INCORPORATED BY REFERENCE

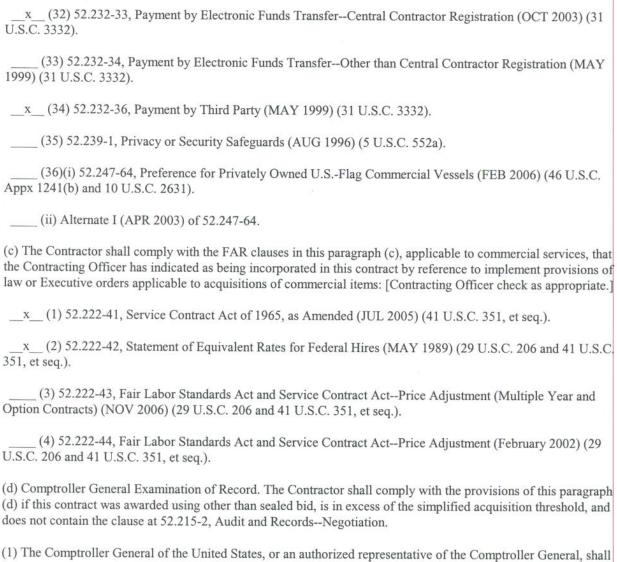
52.212-1	Instructions to OfferorsCommercial Items	SEP 2006
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2007
52.229-1	State and Local Taxes	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)







- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4000

CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, reuslting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authrotiy remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person toher than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

52.232-4004 PROMPT PAYMENT (INVOICES)

(JUNE 2000)

- 1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.
- 2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.
- 3. Submit your invoice, preferably by email or through other electronic means, to EITHER:

CONTRACTINVOICE@tacom.army.mil	OR
COLLEGE THE COLUMN THE	O.K.

_x __ the administrator at the address on the face page of this contract pages@tacom.army.mil

(If none of these is checked, send it to the first address: CONTRACTINVOICE@tacom.army.mil)

- 4. A proper invoice must include the following items:
 - (a) Name and address of the Contractor
 - (b) Invoice date
 - (c) Order number or other authorization for supplies delivered or services performed (including order number and contract line item number CLIN)
 - (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
 - (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
 - (g) Tax payer ID number.
 - (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.

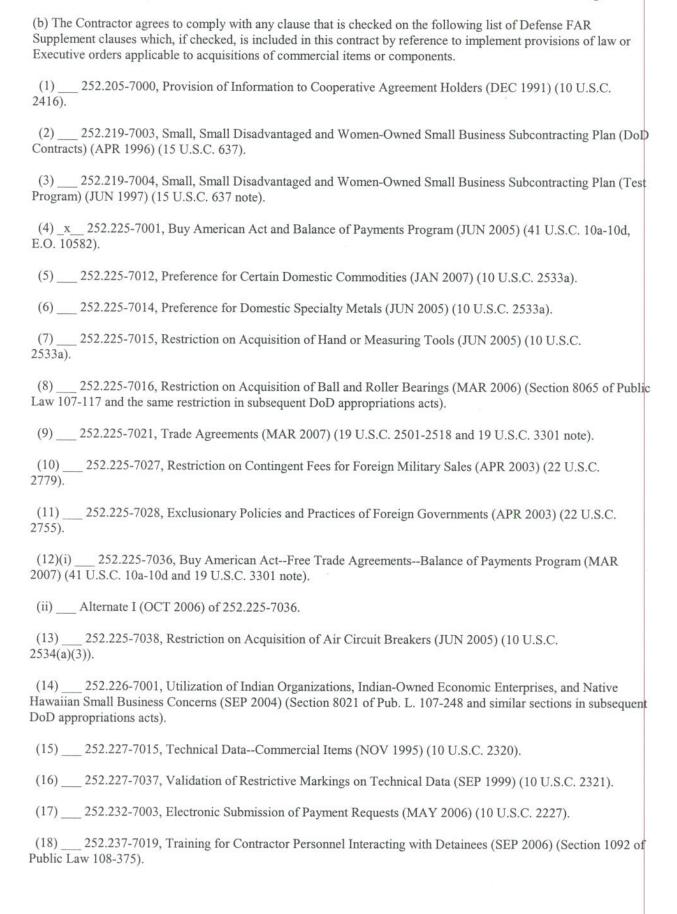
- 5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:
 - (a) A proper invoice was received by the designated billing office
 - (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
 - (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).



- (19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) _x__ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)